

RE: 3596 IM: 384

Return to:
City of Pleasanton
Mr. K. C. Sheidig
359 Division St.
Pleasanton, Calif.

74- 8985

AGREEMENT FOR EXCHANGE OF PROPERTIES

013
(1-2)

This agreement is entered into this 21 day of May, 1973, by and between the CITY OF PLEASANTON, hereinafter referred to as "City" and the PLEASANTON ELEMENTARY SCHOOL DISTRICT hereinafter referred to as "District",

W I T N E S S E T H:

WHEREAS, the City is the owner of Two (2) acres of real property which is destined to be used as a site for a Civic Center to house the governmental offices of the community; and

WHEREAS, District is desirous of locating its administrative offices in the area proposed for the City's Civic Center; and

WHEREAS, City has an area of approximately 2 acres within its Civic Center site which is not necessary for use by City and which is suitable for District's offices; and

WHEREAS, District owns certain real property located in various sections of the City of Pleasanton which is equal to approximately 12 acres; and

WHEREAS, City and District have had their respective properties appraised in order to determine the value of such acreage; and

WHEREAS, City is authorized by Government Code Section 37351 and District is authorized by Section 16201 of the Education Code to exchange real property belonging to each entity; and

WHEREAS, City and District believe that an exchange of their properties would be equitable and in the best interests of the community; and

WHEREAS, City and District intend to enter into a lease agreement for continued use by District of the property to be conveyed to City by terms of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE faithful performance

74- 8985

of the conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. City agrees to convey to District by grant deed that certain real property belonging to it which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, in exchange for certain real property owned by District set forth in Exhibit B.
2. District agrees to convey to City by grant deed that certain real property belonging to it more particularly described in Exhibit B, attached hereto and incorporated herein by reference, in exchange for the property owned by City as set forth in Exhibit A.
3. City will install at its own expense and without any obligation on District the necessary frontage improvements on Main Street and Bernal Avenue adjacent to the property conveyed to District by Exhibit A.
4. City and District agree that the consideration received by the respective parties under the terms and conditions of this agreement are essentially equivalent in value.
5. City agrees that the ~~property set forth in Exhibit B~~ will be used by City only for park purposes subject to such rules and regulations governing parks within City as presently exist or may be established in the future, City hereby grants to District the right to purchase at the then existing market value the property conveyed to City by District in accordance with this agreement at such time as City may decide not to use the aforementioned property for park purposes. Provided, however, that District's right to purchase, as set forth in this

74- 8985

paragraph, shall terminate as to each parcel described in Exhibit 2 and be of no further effect at such times as District may close, abandon or otherwise cease operation of its educational facilities adjacent to the aforementioned parcels or, if no facilities presently exist when District decides not to use the proposed site for the construction of educational facilities. If District shall lose its right to purchase any or all of the parcels in Exhibit B as set forth above then City may use said property for any purpose or dispose of the same at its sole discretion.

6. City and District agree to accept the parcels described in Exhibits A and B subject to any encumbrances or restrictions in title which presently exist on said properties.
7. City and District shall be individually responsible for insuring the title to the parcels each receives in accordance with the terms of this agreement and shall bear the costs of such insurance.
8. Within 30 days after execution of this agreement, City and District shall deposit in escrow with Title Company of Pleasanton, California, all papers and documents necessary to consummate this exchange, with instructions to consummate the same in accordance with this agreement.
9. City and District agree to pay on request to the aforesaid title company one-half of the escrow charges. Possession of all property, real or personal, covered by this agreement shall be delivered by each party to the other at close of escrow.
10. City and District enter into this agreement in sole reliance upon its judgment as to said real property and

74- 8985

its investigation of said real property and not in reliance upon any representation by any person whatever regarding said property or the character, quantity, value, or income thereof.

- 11. City and District agree to enter into a lease agreement whereby District will lease from City some of the property described in Exhibit B for use in conjunction with District's education and recreational program.

IN WITNESS WHEREOF, the parties hereto affix their signatures to this agreement on the date first written above.

CITY OF PLEASANTON

By Robert M. Pearson
Robert M. Pearson, Mayor

PLEASANTON ELEMENTARY SCHOOL DISTRICT

By Albert S. Whitcomb

APPROVED AS TO FORM

Kenneth C. Scheidig
KENNETH C. SCHEIDIG, City Attorney

Date July 12, 1973

74- 8985

RECORDED at REQUEST OF
TRANSAMERICA TITLE INS. CO.
At _____ Min. Past 4:30 PM

JAN 23 1974

JM

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

BEONAL

AVENUE

115000 IMPROV

74-8985

74-8985

2.0 Acres to School District

4-2

11-2

11-1

SOUTHERN PACIFIC
MAIN

4-1

5-1

6-1

6-1

7-1

7-2

4-3

4" wide sanitary
SEWER R/W

AGREEMENT
EXHIBIT A

DEVELOPED

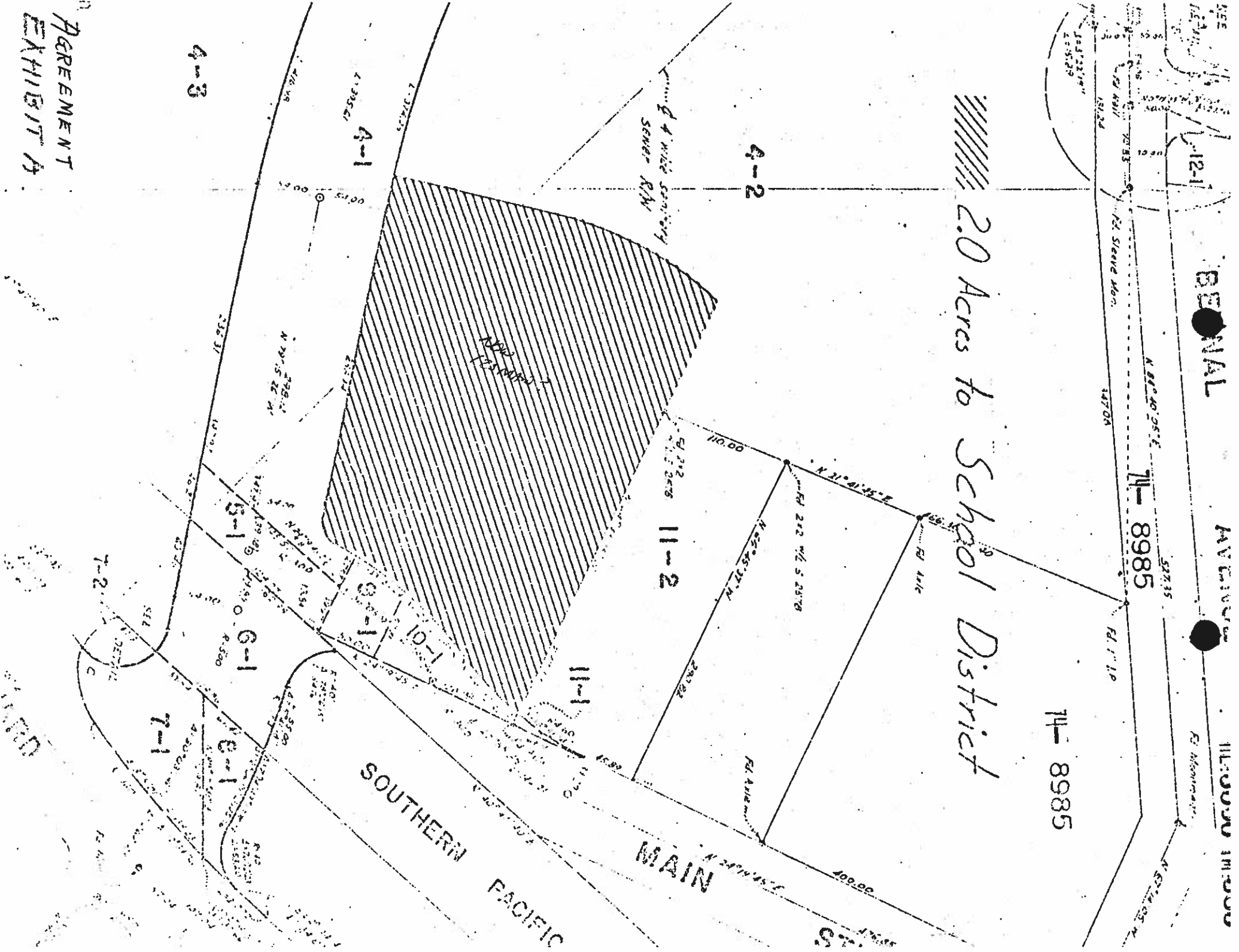
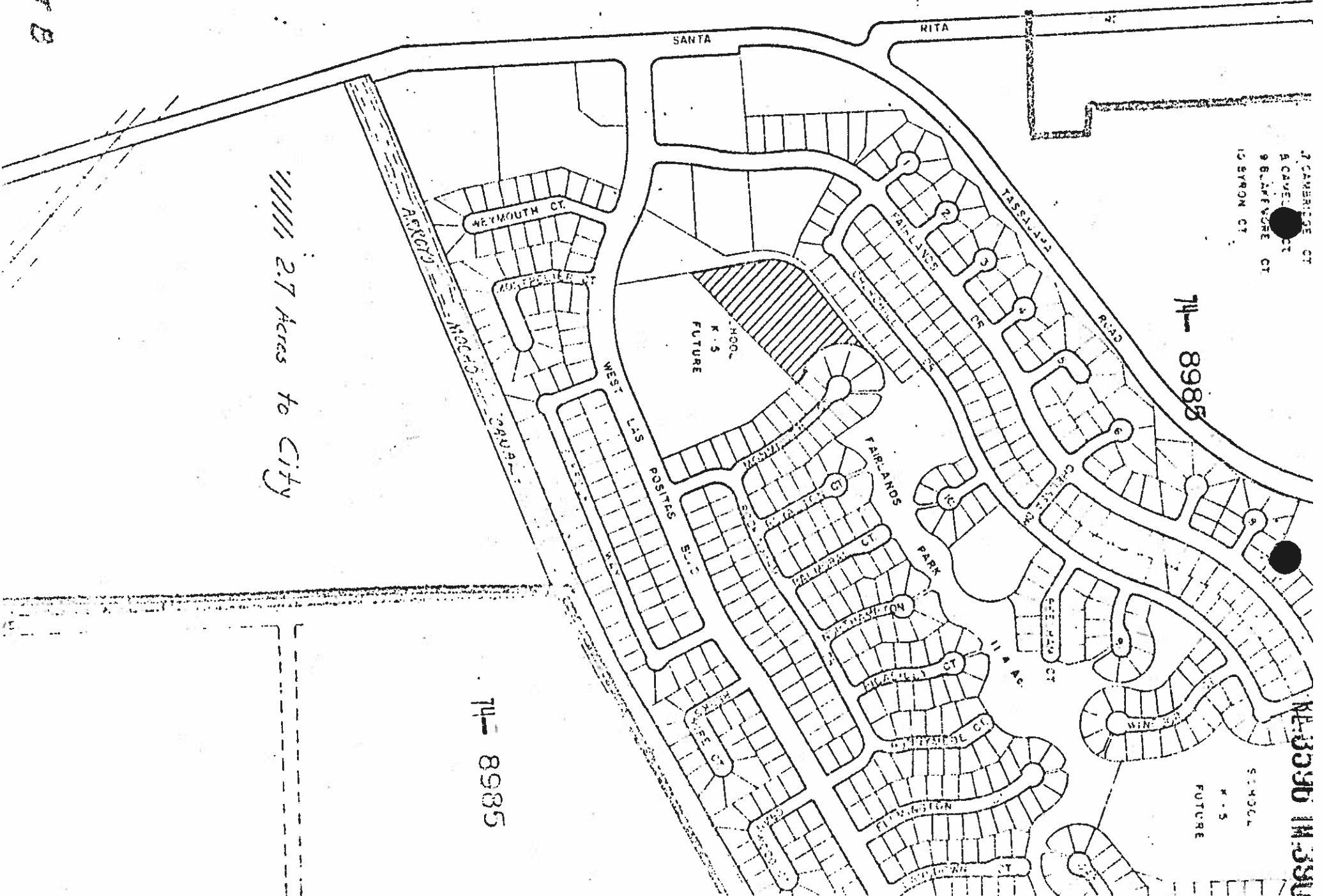


EXHIBIT B

2.7 Acres to City

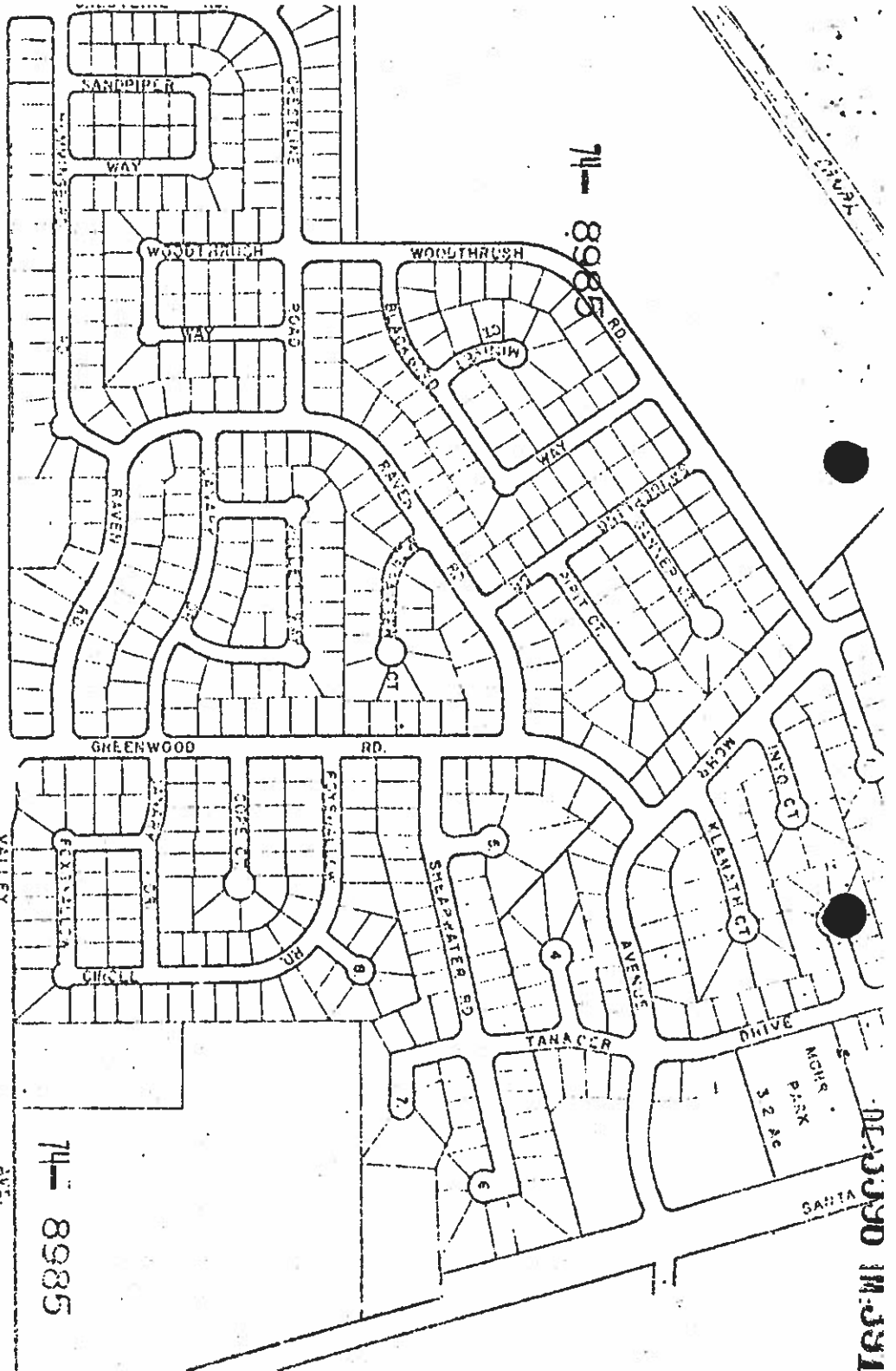
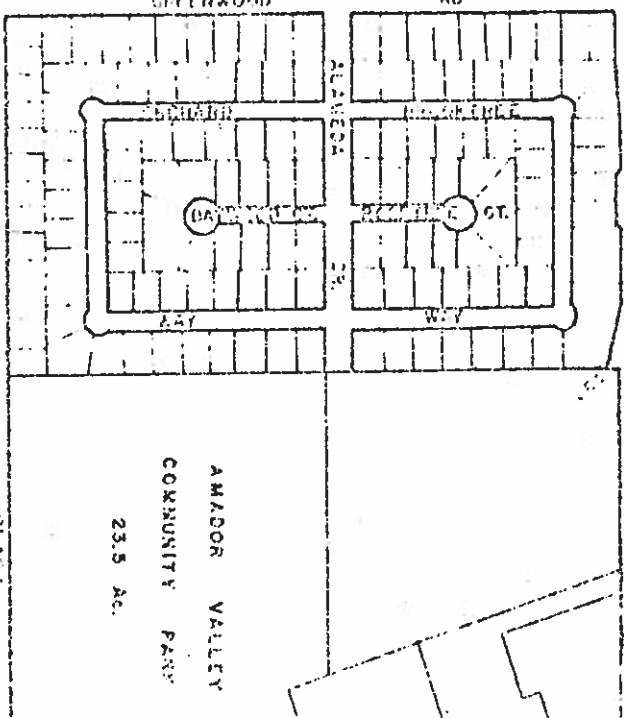
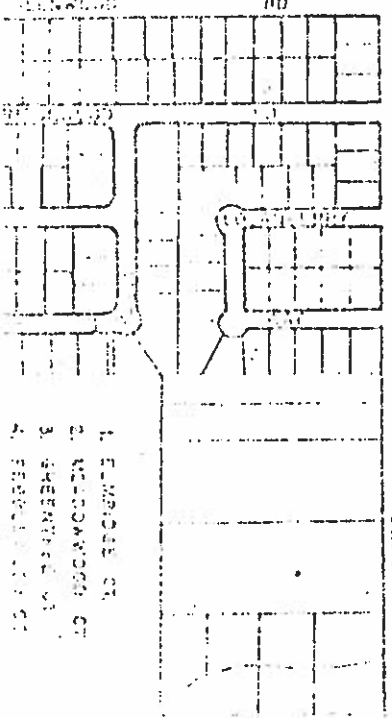
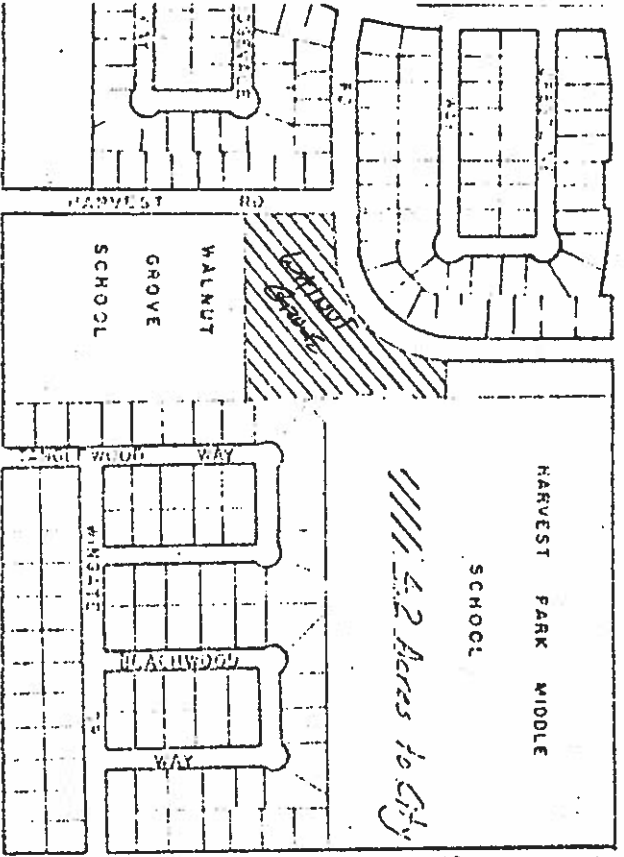
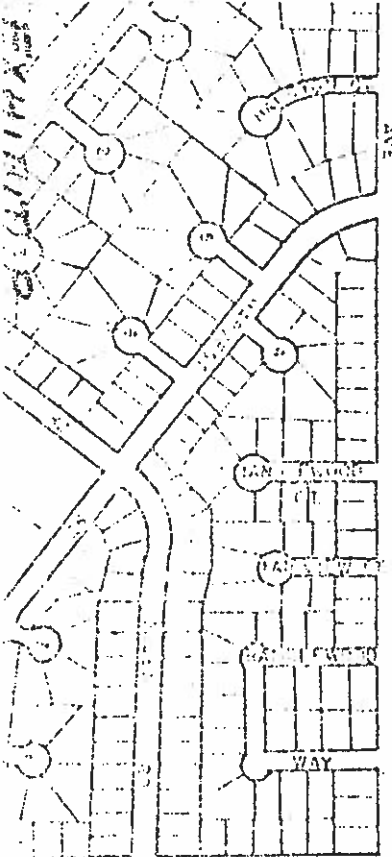


7 CAMBERIDGE CT
 8 CAVEWOOD CT
 9 BLANFLORE CT
 10 SYMON CT

74-8985

74-8985

NE-3390 IN-3390
 SCHOOL
 K-5
 FUTURE

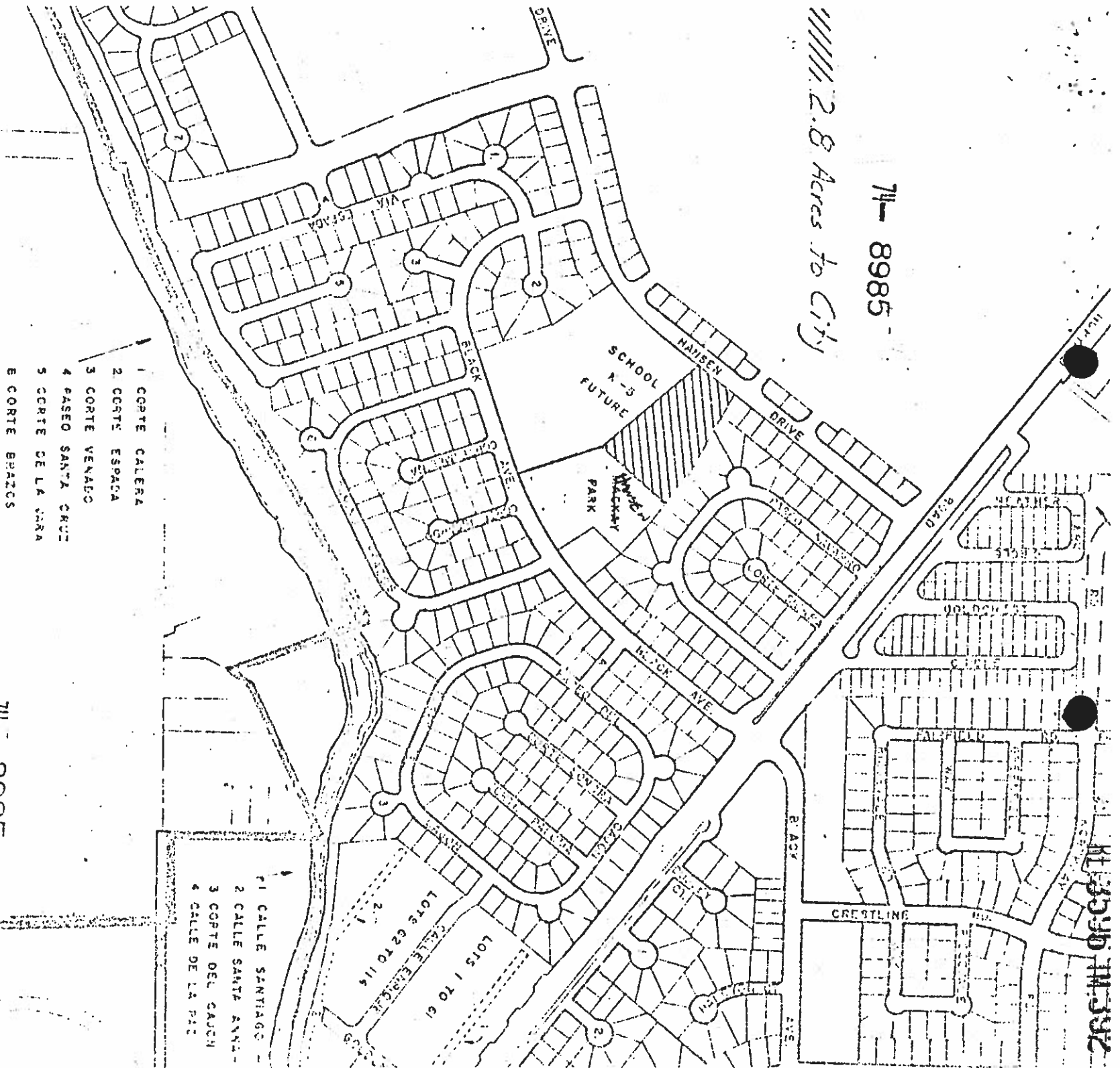


- 1. EMERALD CT
- 2. WOODROW CT
- 3. SHERMAN CT
- 4. EMERALD CT

DE-3390 IM-331

2.8 Acres to City

74- 8985

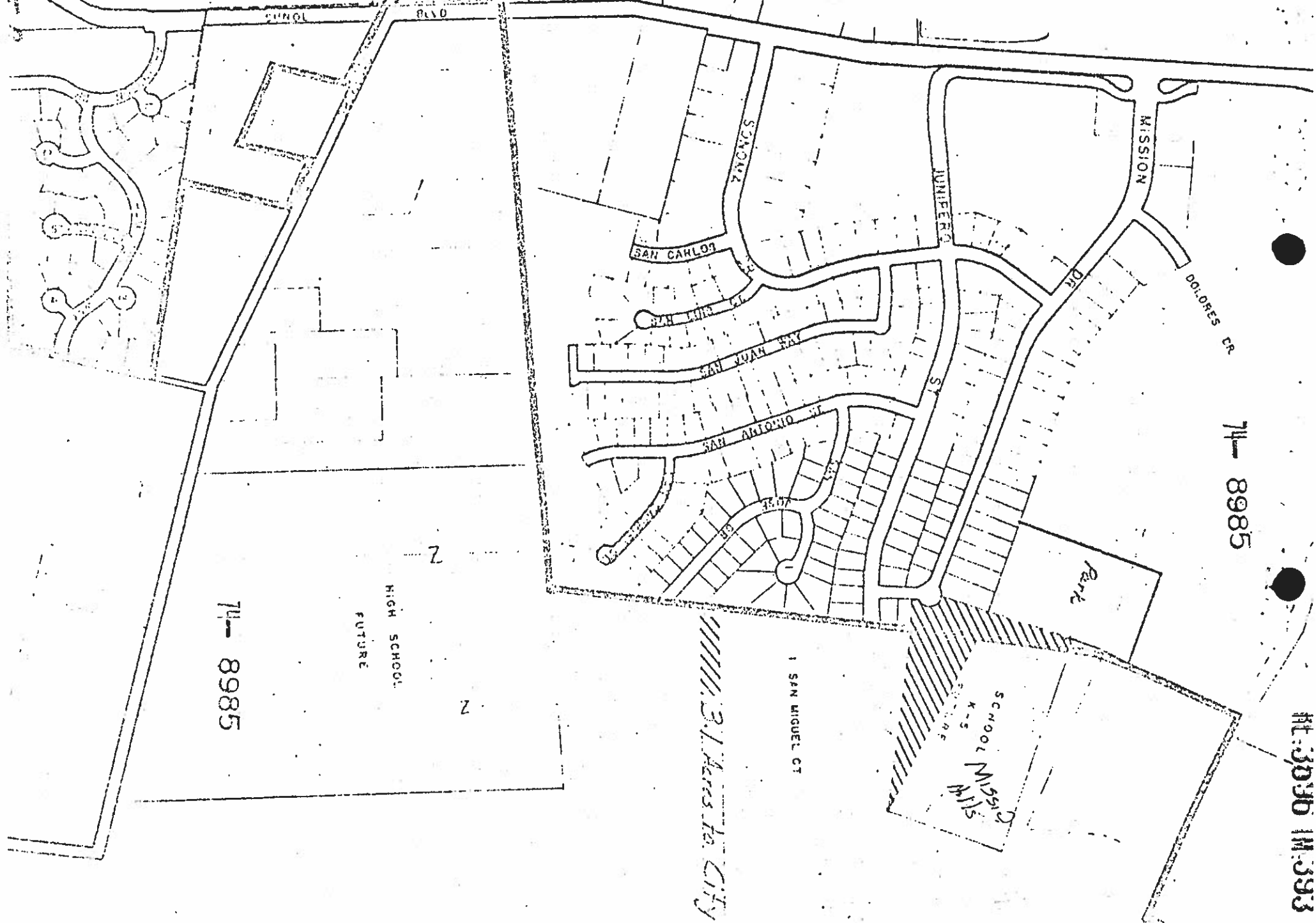


- 1 CORTE CALERA
- 2 CORTE ESPADA
- 3 CORTE VENADO
- 4 PASO SANTA CRUZ
- 5 CORTE DE LA CARA
- E CORTE BRAZOS

74- 8985

- 1 CALLE SANTIAGO
- 2 CALLE SANTA ANA
- 3 CORTE DEL CAJON
- 4 CALLE DE LA PAT

100' 0" 321 M A S



74-8985

HIGH SCHOOL
FUTURE

SAN MIGUEL CT

3.1 Acres to City

74-8985

PL: 3030 14-393